Case 20-10692-amc Doc 17 Filed 02/26/20 Entered 02/27/20 16:29:52 Desc Main AFFIDADOCUMENTO PAGEL AFBATION

From the office of the flesh and blood living being Solomon

20-10692-AMC

I the flesh and blood living being born name Solomon, and are not the Corporation entity surname MILLER from the Birth/Death Certificate that was created at the time of born and not BIRTH.

I the living being Solomon am not waiving any rights remedies defenses statutory or procedural in this document, And I the Living being come in as; in propria personam NOT PRO SE

This is a notice to all companies and agencies in and of UNITED STATES, that the living Being Solomon is the sole beneficiary and the controlling interest of the MILLER corporation estate. All debts are connected with the corporation estate name of the birth/death certificate (MILLER) surname, that was created the day that the birthdeath certificate was filed with the Vital Records at the (DHS) department of health and theDepartment of Commerce of Pennsylvania. The Federal Reserve notes used in the United States have no legal value to pay any debts, they are worthless pieces of paper. Gold and silver are the only currency that can legally and lawfully pay any debt. This is stated in the United States Constitution that was created on September 17th 1787, Article 1 section 10, it speaks of, gold and silver being the legal currency and only currency to pay any debts. All documents sent by any company or agency from and in the UNITED STATES will be signed by the authorized representative, for the MILLER corporation estate listed on the document, will be approved and sent back to the company or agency that the document came from. So the proper bookkeeping, accounting, taxes can be essest, so that the MILLER corporation estate account can be properly zeroed out, and a copy of the zeroed out document sent to the MILLER corporation estate.

And as it pertains to documents being sent in the mail by said companies or agencies of the UNITED STATES, They're not allowed to misrepresent any corresponding documents. They send in the mail. Misrepresentation of any documents sent through the US Postal Service is a federal violation known as mail fraud under U.S.C. 18 section 1341 pertaining to the MILLER corporation estate, and all the corporation estate debts and obligations through the death certificate for the MILLER corporation estate, the representative for the corporation estate will approve and send back all corresponding documents to all companies and agencies of the UNITED STATES from which the documents originated from. This will allow all companies and agencies of the UNITED STATES time to retrieve the funds from the MILLER, Cestui que trust account that was created when the birth/death certificate was filed for the MILLER corporation estate, and the tax adjustment can be recorded for the MILLER corporation estate, and the proper credit assessment and tax adjustment can be recorded for the MILLER corporation estate, and a copy sent to the corporation estate for its bookkeeping records.

If any company or agency of the UNITED STATES disputes any claims made in this declaration, you're companies/ agencies has 30 days from the date of receiving this declaration to provide proof of your companies/agencies of UNITED STATES claims under common law, to put the evidence on public record and court record if no response is given to the living Being Solomon, Within the 30-day of the deadline from the date of receiving this corresponding living declaration, then the living being Solomon has the common law right to demand remedy from any companies/agencies, that has violated the living being solomon rights under the color of law and legal action will be taking.

Cestui Que Vie Act 1666 CHAPTER 11

IV If the supposed dead Man prove to be alive then the File is revested. Action for mean Profits with Interest.E+W

[X2Provided alwayes That if any person or [X3person or] persons shall be evicted out of any Lands or Tenements by vertue of this Act, and afterwards if such person or persons upon whose life or lives such Estate or Estates depend shall returne againe from beyond the Seas, or shall on proofe in any Action to be brought fo recovery of the same [X3to] be made appeare to be liveing; or to have beene liveing at the time of the Eviction That then and from thenceforth the Tennant or Lessee who was outed of the same his or their Executors Administrators or Assignes shall or may reenter repossesse have hold and enjoy the said Lands or Tenements in his or their former Estate for and dureing the Life or Lives or soe long terme as the said person or persons upon whose Life or Lives the said Estate or Estates depend shall be liveing, and alsoe shall upon Action or Actions to be brought by him or them against the Lessors Reversioners or Tennants in possession or other persons respectively which since the time of the said Eviction received the Proffitts of the said Lands or Tenements recover for damages the full Proffitts of the said Lands or Tenements respectively with lawfull Interest for and from the time that he or they were outed of the said Lands or Tenements, and kepte or held out of the same by the said Lessors Reversioners Tennants or other persons who after the said Eviction received the Proffitts of the said Lands or Tenements or any of them respectively as well in the case when the said person or persons upon whose Life or Lives such Estate or Estates did depend are or shall be dead at the time of bringing of the said Action or Actions as if the said person or persons where then liveing.]

TREATY BETWEEN THE UNITED STATES AND GREAT BRITAIN.

Article I.

Whereas differences have arisen between the Government of the United States and the Government of Her Britannic Majesty, and still exist, growing out of the acts committed by the several vessels which have given rise to the claims generically known as the "Alabama Claims:"

And whereas Her Britannic Majesty has authorized her High Commissioners and Plenipotentiaries to express, in a friendly spirit, the regret felt by Her Majesty's Government for the escape, under whatever circumstances, of the *Alabama* and other vessels from British ports, and for the depredations committed by those vessels:

Now, in order to remove and adjust all complaints and claims on the part of the United States, and to provide for the speedy settlement of such claims, which are not admitted by Her Britannic Majesty's Government, the High Contracting Parties agree that all the said claims, growing out of acts committed by the aforesaid vessels and generically known as the "Alabama Claims," shall be referred to a Tribunal of Arbitration to be composed of five Arbitrators, to be appointed in the following manner, that is to say: One shall be named by the President of the United States; one shall be named by Her Britannic Majesty; His Majesty the King of Italy shall be requested to name one; the President of the Swiss Confederation shall be requested to name one; and His Majesty the Emperor of Brazil shall be requested to name one.

In case of the death, absence, or incapacity to serve of any or either of the said Arbitrators, or, in the event of either of the said Arbitrators omitting or declining or ceasing to act as such, the President of the United States, or Her Britannic Majesty, or His Majesty the King of Italy, or the President of the Swiss Confederation, or His Majesty the Emperor of Brazil, as the case may be, may forthwith name another person to act as Arbitrator in the place and stead of the Arbitrator originally named by such Head of a State.

And in the event of the refusal or omission for two months after receipt of the request from either the High Contracting Parties of His Majesty the King of Italy, or the President of the Swis Confederation, or His Majesty the Emperor of Brazil, to name an Arbitrator either to fill the original appointment or in the place of one who may have died, be absent, or incapacitated, or who may

omit, decline, or from any cause cease to act as such Arbitrator, His Majesty the King of Sweden an Norway shall be requested to name one or more persons, as the case may be, to act as such Arbitrato or Arbitrators.

From the office of the living being Solomon in propria personam.

Authorized Representative Without prejudice

Commonwealth of Pennsylvania - Notary Seal JUDITH P. LAWRENCE, Notary Public Philadelphia County

My Commission Expires April 17, 2020 Commission Number 1093078 From the office of the living being Solomon

2/2020

12 CFR § 226.23 - Right of rescission.

(h) Special rules for foreclosures -

- (1) **Right to rescind.** After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the consumer shall have the right to rescind the transaction if:
- (i) A mortgage broker fee that should have been included in the finance charge was not included; or
- (ii) The creditor did not provide the properly completed appropriate model form in appendix H of this part, or a substantially similar notice of rescission.
 - **(2)** *Tolerance for disclosures.* After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the finance charge and other disclosures affected by the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:
 - (i) is understated by no more than \$35; or
 - (ii) is greater than the amount required to be disclosed.

Right of Rescission Laws & Case Laws

Mortgage Rescission Right of Rescission /Right to Cancel Mortgage Argument

Tracking Number:	
I'm here by special appearance without waiving any rights remedies of	defences statutory or procedural

The notice of right to cancel disclosure was NOT provided to Me,Homeowner the living being Solomon at 5357 Belfield Avenue Philadelphia, Pennsylvania 19144, During purchasing and closing period, and during foreclosure/ forfeiture proceedings, from Bank of America Mortgage and or M&T Bank,Thus this recent supreme court ruling on this sensitive matter gives Me the homeowner, living being Solomon grounds to DEMAND for cancellation of the mortgage/loan investment contract. It would be wise for the foreclosing/forfeiture bank or lender, the client/(claim) homeowner who is interacting with, to give me ,the client/homeowner living being Solomon favorable terms or to negotiate with me, the client/homeowner living being Solomon in order to avoid the legal proceedings that might follow considering the severity of these violations by the bank/lender/foreclosing/forfeiture entity.

Notice Of Right To Cancel TILA (Truth In Lending Act, 15 USC Section 1601 et seq; 12 CFR Part 266) allows three (3) days to review Disclosure Documents. The referenced "Three Day Right To Cancel" must have a trigger to begin. That trigger is, when the Lender has provided the Borrower with ALL of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

Being as the entire loan/mortgage/(investment contract) process and Mortgage Note referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment and fraudulent misrepresentation, the I the creditor has other recourse, rights, and cause of action under numerous State and Federal statutes.

Pursuant to the United State Supreme Court's decision in Jesinoski v. Countrywide Home Loans, Inc. (2015), 135 S.Ct. 790, TILA gives living being, as a borrower, the right to rescind the subject loan until midnight of the third business day following the consummation of the transaction or the delivery of the disclosures required under TILA. I am hereby notifying you, that I am the holder in due course of said property % 5357 Belfield Avenue Philadelphia Pennsylvania [19144] and the sole beneficiary of the (MILLER corporation estate) and my intention to have the account closed as you and/or your predecessors have failed to satisfy the TILA disclosure requirements, including but not limited to delivery of a written document to the living being Solomon explaining disclosing the living being rights at the time of the transaction.

To this date, the Lender has **never** provided the **CREDITOR** with a true, complete, accurate or timely document(s) as required. **ONLY AFTER** such provision has been complied with, can the "3 **DAY RIGHT TO CANCEL**" period begin. If the required full Disclosures have not been

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provided, then the period in which to CANCEL is extended for up to three (3) years, or until Lender moves to foreclose. The records thus far evidence that, **I the living Solomon being**, has **Demanded** to cancel within the three (3) year stipulated time period, while still waiting to receive all truth-in-lending disclosure as required by Federal Law, the same of which has never been received.

A close perusal, and audit of creditor's note/loan documents have revealed certain Disclosure Violations, and that the creditor has the remedial right and remedy pursuant to **UCC 1-201 (32) (34)**, inter alia, to invoke their Right Of Rescission (ROR), as further evidenced by the original **NOTICE OF RIGHT TO CANCEL**. This letter shall constitute **NOTICE** to all Lender(s), Successor(s), assigned, and/or appointed

. After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s), and to CANCEL any security interest on the creditor's property within twenty (20) days. The Lender must also return any money, interest, fees, and/or property to the creditor, as well as any money/funds given to any person or fiction in law/entity in connection with said transaction. In accordance with both State and Federal law or until Lender complies, with the creditor, may retain the proceeds of the transaction.

If it should be "impractical", or "Unfair" for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered, then he/she/they may offer its "Reasonable Value".

In the event that the Lender should fail, or refuse to return the Borrower's money offer within twenty (20) days, the Borrower may then regain/acquire all rights to clear title and reconveyance under **Federal law**, **State Statutes**, **Uniform Commercial Code**, and provisions of **TILA**, with the same being supported by the evidence of both public and bank records, and further as attached hereto

. Additionally, Borrower has the right to offer Lender a Reasonable Value. However, the penalties a bank can face for violations of **TILA**, and other State and Federal law can be as much as triple the damages, i.e., triple the amount of the interest the bank stood to fraudulently make off the mortgage/loan transaction. Therefore, the Borrower(s) hereby in good faith makes the following offer: Borrower will forgive bank/trust any liability incurred by its wrongful actions, provided bank/trust rightfully forgive Borrower(s) the full amount of mortgage/credit bank/trust fraudulently alleged to have given. In addition, Borrower(s) make the one time demand \$1, 250,000.00 for any loss, damage, and injury he/she/they have sustained; and that bank/trust also immediately removes any/all negative comments on creditor's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt, shall constitute this **NOTICE OF RIGHT TO CANCEL** as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein.

The living being Solomon

Authorized Representative Without Prejudice

Their lust is for power and control. Since the inception of central banking, they have controlled the fates of nations.

The Federal Reserve System is based on the Canon law and the principles of sovereignty protected in the Constitution and the Bill of Rights. In fact, the international bankers used a "Canon Law Trust" as their model, adding stock and naming it a "Joint Stock Trust." The U.S. Congress had passed a law making it illegal for any legal "person" to duplicate a "Joint Stock Trust" in 1873. The Federal Reserve Act was legislated post-facto (to 1870), although post-facto laws are strictly forbidden by the Constitution. [1:9:3]

The Federal Reserve System is a sovereign power structure separate and distinct from the federal United States government. The Federal Reserve is a maritime lender, and/or maritime insurance underwriter to the federal United States operating exclusively under Admiralty/Maritime law. The lender or underwriter bears the risks, and the Maritime law compelling specific performance in paying the interest, or premiums are the same.

Assets of the debtor can also be hypothecated (to pledge something as a security without taking possession of it.) as security by the lender or underwriter. The Federal Reserve Act stipulated that the interest on the debt was to be paid in gold. There was no stipulation in the Federal Reserve Act for ever paying the principle.

Prior to 1913, most Americans owned clear, allodial title to property, free and clear of any liens or mortgages until the Federal Reserve Act (1913)

"Hypothecated" all property within the federal United States to the Board of Governors of the Federal Reserve, -in which the Trustees (stockholders) held legal title. The U.S. citizen (tenant, franchisee) was registered as a "beneficiary" of the trust via his/her birth certificate. In 1933, the federal United States hypothecated <u>ALL</u> of the present and <u>FUTURE PROPERTIES</u>, assets and labor of their SUBJECTS," the 14th Amendment U.S. citizen, to the Federal Reserve System.

In return, the Federal Reserve System agreed to extend the federal United States corporation all the credit "money substitute" it needed. Like any other debtor, the federal United States government had to assign collateral and security to their creditors as a condition of the loan. Since the federal United States didn't have any assets, they assigned the private property of their "economic slaves", the U.S. citizens as collateral against the unpayable federal debt. They also pledged the unincorporated federal territories, national parks forests, birth certificates, and nonprofit organizations, as collateral against the federal debt. All has already been transferred as payment to the international bankers.

Unwittingly, America has returned to its pre-American Revolution, feudal roots whereby all land is held by a sovereign and the common people had no rights to hold allodial title to property. Once again, We the People are the tenants and sharecroppers renting our own property from a Sovereign in the guise of the Federal Reserve Bank. We the people have exchanged one master for another.

This has been going on for over eighty years without the "informed knowledge" of the American people, without a voice protesting loud enough. Now it's easy to grasp why America is fundamentally bankrupt.

Why don't more people own their properties outright?

Why are 90% of Americans mortgaged to the hilt and have little or no assets after all debts and liabilities have been paid? Why does it feel like you are working harder and harder and getting less and less?

We are reaping what has been sown, and the results of our harvest is a painful bankruptcy, and a foreclosure on American property, precious liberties, and a way of life. Few of our elected representatives in Washington, D.C. have dared to tell the truth. The federal United States is bankrupt. Our children will inherit this unpayable debt, and the tyranny to enforce paying it.

America has become completely bankrupt in world leadership, financial credit and its reputation for courage, vision and human rights. This is an undeclared economic war, bankruptcy, and economic slavery of the most corrupt order! Wake up America! Take back your Country." [emphasis added]

United States Congressional Record

March 17, 1993 Vol. 33, page H-1303

Speaker-Rep. James Traficant, Jr. (Ohio) Addressing the House:

"Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise.

It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being bankrupt and insolvent. H.J.R. 192, 73rd Congress m session June 5, 1933 - Joint Resolution To Suspend The Gold Standard and Abrogate The Gold Clause dissolved the Sovereign Authority of the United States and the official capacities of all United States Governmental Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only.

The receivers of the United States Bankruptcy are the International Bankers, via the United Nations, the World Bank and the International Monetary Fund. ALL United States Offices, Officials, and Departments are now operating within a de facto status in name only under Emergency War Powers. With the Constitutional Republican form of Government now dissolved, the receivers of the Bankruptcy have adopted a new form of government for the United States. This new form of government is known as a Democracy, being an established Socialist/Communist order under a new governor for America. This act was instituted and established by transferring and/or placing the Office of the Secretary of Treasury to that of the Governor of the International Monetary Fund. Public Law 94-564, page 8, Section H.R. 13955 reads in part: "The U.S. Secretary of Treasury receives no compensation for representing the United States."

Gold and silver were such a powerful money during the founding of the united states of America, that the founding fathers declared that only gold or silver coins can be "money" in America. Since gold and silver coinage were heavy and inconvenient for a lot of transactions, they were stored in banks and a claim check was issued as a money substitute. People traded their coupons as money, or "currency." Currency is not money, but a money substitute. Redeemable currency must promise to pay a dollar equivalent in gold or silver money. Federal Reserve Notes (FRNs) make no such promises, and are not "money." A Federal Reserve Note is a debt obligation of the federal United States government. NOT "money." The federal United States government and the U.S. Congress were not and have never been authorized by the Constitution for the united states of America to issue currency of any kind, but only lawful money, gold and silver coin.

It is essential that we comprehend the distinction between real money and paper money substitute. One cannot get rich by accumulating money substitutes, one can only get deeper into debt. We the People no longer have any "money." Most Americans have not been paid any "money" for a very long time, perhaps not in their entire life. Now do you comprehend why you feel broke? Now, do you understand why you are "bankrupt," along with the rest of the country?

Federal Reserve Notes (FRNs) are unsigned checks <u>written on a closed account</u>. FRNs are an inflatable paper system <u>designed to create debt</u> through inflation (devaluation of currency). when ever there is an increase of the supply of a money substitute in the economy without a corresponding increase in the gold and silver backing, inflation occurs.

Inflation is **an invisible form of taxation** that irresponsible governments <u>inflict on their citizens</u>. The Federal Reserve Bank who controls the supply and movement of FRNs has everybody fooled. They have access to an unlimited supply of FRNs, <u>paying only for the printing costs</u> of what they need. FRNs are nothing more than promissory notes for U.S. Treasury securities (T-Bills) - a promise to pay the debt to the Federal Reserve Bank.

There is a fundamental difference between "paying" and "discharging" a debt. To pay a debt, you must pay with value or substance (i.e. gold, silver, barter or a commodity). With FRNs, you can only discharge a debt. You cannot pay a debt with a debt currency system. You cannot service a debt with a currency that has no backing in value or substance. No contract in Common law is valid unless it involves an exchange of "good & valuable consideration." Unpayable debt transfers power and control to the sovereign power structure that has no interest in money, law, equity or justice because they have so much wealth already.